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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

General Motors Corp., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**LIMITED OBJECTION OF GKN DRIVELINE, GKN SINTER METALS, GKN
POLSKA SP Z.O.O., AND GKN DEUTSCHLAND TO DEBTORS' NOTICE OF
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS,
UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES
OF NONRESIDENTIAL PROPERTY**

GKN Driveline, GKN Sinter Metals, GKN Polska Sp Z.O.O., and GKN Deutschland (collectively "GKN"), by and through its undersigned counsel, for its objection (the "Cure Objection") to the proposed Cure Amount listed on Debtors' Contract Notices website (the "Website") pursuant to this Court's Sale Procedures Order and paragraph A of the Assumption and Assignment Notice respectfully represents:

1. On June 1, 2009 (the “Petition Date”), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

2. Prior to the Petition Date, GKN entered into various contracts, purchase orders, and agreements whereby GKN would provide goods and services in exchange for timely payments of same by Debtors (collectively, the “Contracts”).

3. Pursuant to the Sale Procedures Order, the Debtors delivered its Assumption and Assignment Notice dated June 5, 2009 which included instructions to access the Website on which GKN could view a listing of those executory contracts Debtors may seek to assume and assign in connection with the sale of substantially all of its assets, and by its calculations, any corresponding proposed Cure Amount in connection with such contract or leases.

4. At the time this Cure Objection was filed, the Website identified Contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of its assets and a total Cure Amount of \$2,537,255.22 due and owing to GKN under the identified Contracts.¹

5. GKN does not object to the assumption and assignment of its Contracts *per se* and has begun, or is prepared to begin, its efforts to reach a consensual resolution of the Cure Amount with Debtors. However, as the Cure Amount has not yet been resolved, GKN, for purposes of preserving its objection rights as to the proposed Cure Amount, makes this Cure Objection pursuant to paragraph 8 of the Assumption and Assignment Notice.

¹ For purposes of clarification, it should be noted that the Website incorrectly associates several Contracts with a \$0.00 cure amount with GKN PLC. These Contracts should properly be associated with GKN Driveline, GKN Sinter Metals, GKN Polska Sp Z.O.O., and GKN Deutschland as GKN PLC has no contracts with Debtors.

Limited Objection to Proposed Cure Amount

6. GKN objects to the proposed Cure Amount listed on the Website as it does not fully cure and compensate GKN for Debtors' default(s). The correct aggregate Cure Amount for GKN Driveline and GKN Sinter Metals, according to GKN's books and records, is \$2,821,135.80.² GKN Deutschland and GKN Polska have not completed reconciling their books and records with those Contracts listed on the Website.

7. The Cure Amounts on the Website have changed and GKN has been informed that they will continue to change. GKN reserves all rights to contest the amount owed, as it may be adjusted. Further, by filing this Cure Objection, GKN does not waive any other rights, claims, or interests it has or may have under the Contracts as provided by the Contracts or as a matter of non-bankruptcy law, all of which are expressly preserved.

WHEREFORE, GKN respectfully requests that the Court (a) condition any assumption and assignment of the Contracts on (i) the payment in full for all outstanding amount(s) due to GKN under the Contracts in compliance with section 365 of the Bankruptcy Code and (ii) compliance with any other applicable law and (b) grant such other and further relief as the Court deems just and proper.

Dated: New York New York
June 15, 2009

BUTZEL LONG, a professional corporation

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² Of this amount, \$2,463,626 is due to GKN Sinter Metals and \$357,509.80 to GKN Driveline.

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